



## Memphis City Council Summary Sheet

### Resolution for Ballfield Renovations/May Park – PK05001

- This Resolution seeks approval of the best bid for Ballfield Renovation work at May Park in the amount of \$912,600.00 for ADA work, drainage work, perimeter fencing and sports lighting of soccer fields.
- The initiating party is the Division of Park Services.
- This Resolution does not change any existing Ordinance nor Resolution.
- This Resolution does require a construction contract with Viktor Hall Construction LLC.
- This Resolution does require an expenditure of funds in the amount of \$912,600.00.

## RESOLUTION

**WHEREAS**, the Council of the City of Memphis did include the Ballfield Renovations-May Park, CIP Project Number PK05001, as part of the Capital Improvement allocation award; and

**WHEREAS**, five (5) bids were received on December 16, 2011 for the Ballfield Renovations-May Park, with the best complying bid from Viktor Hall Construction, LLC in the amount of \$845,000.00; and

**WHEREAS**, the Administration seeks approval of the proposed bid award of \$845,000.00; and

**WHEREAS**, an unencumbered construction appropriation of \$810,979.00 exists; and

**WHEREAS**, it is necessary to appropriate \$101,621.00, CIP Project Number PK05001 Contract Construction funded by G.O. Bonds General for Ballfield Renovations-May Park for the following:

Base Bid Amount	\$607,000.00
Alternate #1	119,000.00
Alternate #2	<u>119,000.00</u>
Subtotal	\$845,000.00
Contingency	<u>67,600.00</u>
TOTAL	\$912,600.00
Existing Appropriation	<u>-810,979.00</u>
New Appropriation	\$101,621.00

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby appropriated the amount of \$101,621.00 in Contract Construction, funded by G.O. Bonds General for a total construction amount of \$912,600.00 for Ballfield Renovations-May Park, chargeable to the Capital Improvement Budget with said appropriation being credited as follows:

**Ballfield Renovations  
CIP Project Number: PK05001**

**101,621.00  
G. O. Bonds**

**Total Construction Cost**

**\$912,600.00**



## **Memphis City Council Summary Sheet**

### **Resolution for Brooks Museum Major Maintenance, PK08026**

- This Resolution seeks approval to appropriate FY12 funding in accordance with the Brooks Management Agreement contract between the City of Memphis and the Brooks Museum of Art.
- The initiating party is the Division of Park Services.
- This Resolution does not change any existing Ordinance or Resolution.
- This Resolution does not require a new or amended contract.
- This Resolution does require an expenditure of \$265,000 in CIP funds.

## **RESOLUTION**

**WHEREAS**, the Council of the City of Memphis did include Brooks Museum Major Maintenance, CIP Project Number PK08026 as part of the Fiscal Year 2012 Capital Improvement Program; and

**WHEREAS**, the City of Memphis has entered into a Management Agreement with the Brooks Museum of Art which provides for the procedures for the use and payment of the current and future Capital Appropriation; and

**WHEREAS**, it is necessary to appropriate \$265,000.00 funded by G.O. Bonds General, in Construction funds for Brooks Museum Major Maintenance, CIP Project Number PK08026.

**NOW THEREFORE BE IT RESOLVED**, that the Council of the City of Memphis that there be and is hereby appropriated the sum of \$265,000.00, in Construction funds, funded by G.O. Bonds General, chargeable to the Fiscal Year 2012 Capital Improvement Budget; with said appropriations being credited as follows:

<b>Brooks Museum Major Maintenance</b>	<b>\$265,000.00</b>
<b>CIP Project Number: PK08026</b>	<b>G.O. Bonds</b>



A C WHARTON JR. - Mayor  
JACK SAMMONS - Chief Administrative Officer

DIVISION OF FINANCE  
ROLAND McELRATH - Director  
Purchasing Agent  
Jerome Smith

October 23, 2009

City Contract #22650

Brooks Museum of Art  
1934 Poplar Avenue  
Memphis, TN 38104

Gentlemen:

*We are enclosing, herewith, an executed copy of Amendment #1 for Management of the Brooks Museum for the Division of Park Services.*

*This copy is for your files.*

Sincerely,

Jerome Smith  
Purchasing Agent

cc: City Comptroller  
Park Services – Brooks Museum

AMENDMENT TO CONTRACT NO. 22650 BETWEEN  
THE CITY OF MEMPHIS AND  
MEMPHIS BROOKS MUSEUM OF ART, INC.

THIS AMENDMENT is made and entered into this 15th day of September, 2009, by and between the City of Memphis, a Tennessee municipal corporation (hereinafter referred to as "City"), and Memphis Brooks Museum of Art, Inc., a Tennessee non-profit entity, (hereinafter referred to as "Brooks Museum").

RECITALS:

1. Whereas, the City and Brooks Museum have entered into Contract No. 22650 (hereafter "Contract"), for the management of the Memphis Brooks Museum on behalf of the Division of Parks Services; and

2. Whereas, the City and Brooks Museum desire to amend the Contract to state the funding to be provided by City; and

3. Whereas, the parties further desire to amend the Contract to set forth the obligations of each party with regard to the undertaking of maintenance and repairs; and

4. Whereas, the parties hereby acknowledge that this document constitutes an Amendment to the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SECTION I B is hereby deleted and amended to read as follows:

(1) Routine Preventive Maintenance and Repairs/Minor Repairs. Brooks shall be responsible for Routine Preventive Maintenance and Repairs which shall include, but not be limited to, general incidental repairs, carpentry, replacement of HVAC filters and belts, minor roofing repairs and plumbing.

(2) Non-Routine Capital Maintenance/Major Repairs. City shall be responsible for all non-routine capital maintenance repairs which shall include, but not be limited to, the repair or replacement of the structure, equipment, roof, boilers, chillers, major fixtures (i.e. toilets, sinks, floors, walls, etc.), HVAC system, plumbing and electrical. Brooks may submit any request for capital improvements to the Division of Park Service for consideration in the CIP Budget process.

(3) Repairs by City. Upon thirty (30) days written notice to Brooks, City reserves the right to make any repairs or undertake any maintenance it deems necessary to preserve the integrity of the museum based upon Brook's failure to comply with its maintenance and repair obligations set forth herein. In the event City is required to undertake such action, all resulting costs shall be invoiced to Brooks for immediate payment.

(4) Emergency Repairs by Brooks. To the extent practicable, Brooks agrees to provide a minimum of twenty-four (24) hours notice to City of an emergency repair. Should City fail to undertake its repair obligations as set forth herein, Brooks is hereby authorized to make such emergency repairs or engage the services of a third party to provide such repair service. The parties agree Brooks shall invoice City for reasonable costs to Brooks resulting from such repairs. Notwithstanding the foregoing, City shall have no obligation to reimburse Brooks in the event Brooks fails to provide notice to City as required herein.

2. SECTION III A is hereby amended to read as follows:

In consideration of the services to be rendered by Brooks and subject to the annual appropriation of funds by the Memphis City Council, City agrees to provide funding to Brooks in the amount appropriated for Brooks as identified in the fiscal year adopted budget for the Division of Park Services. The parties hereto acknowledge that City shall use its best effort to make such funds available to Brooks at the beginning of the fiscal year, but no later than August 1st of each fiscal year.

3. The parties agree and affirm that all terms of the Contract, not in conflict with this Amendment, remain in full force and effect, and that nothing in this Amendment relieves either party of their respective obligations under the Contract.



4. This Amendment, together with the Contract, constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communication between the parties (whether written or oral) relating to the subject matter of this Amendment. Each party to this Amendment hereby agrees to execute any documents or instruments reasonably required by the other party to evidence the foregoing.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this AMENDMENT TO CONTRACT NO. 22650 BETWEEN THE CITY OF MEMPHIS AND MEMPHIS BROOKS MUSEUM OF ART, INC. as of the date above written.

CITY OF MEMPHIS

MEMPHIS BROOKS MUSEUM OF  
ART, INC.

BY:

Mayor

BY:

Lewis C. Kitchin

TITLE: Director

DATE: SEPTEMBER 15, 2009

DIVISION OF PARK SERVICES

BY:

Cindy Buchanan, Director

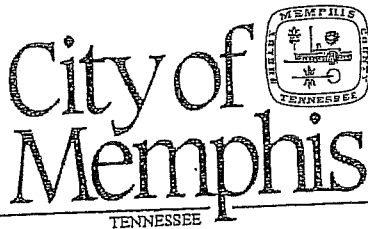
APPROVED AS TO FORM:

Veronica Coleman Davis  
City Attorney

ATTEST:

Comptroller

Debra Smith  
Deputy



DR. WILLIE W. HERENTON - Mayor  
KEITH L. MCGEE - Chief Administrative Officer  
ROBERT LIPSCOMB - Chief Financial Officer  
DIVISION OF FINANCE  
ROLAND McELRATH - Director  
Purchasing Agent  
Jerome Smith

November 28, 2006



Memphis Brooks Museum of Art  
1934 Poplar Avenue  
Memphis, TN 38104

Re: City Contract #22650

Gentlemen:

We are enclosing, herewith, an executed copy of the Management Agreement with the Division of Park Services.

This copy is for your files.

Sincerely,

Jerome Smith  
Purchasing Agent

cc: City Comptroller  
Park Services/Museum

**MANAGEMENT AGREEMENT BETWEEN THE CITY OF MEMPHIS, DIVISION OF PARK SERVICES AND THE MEMPHIS BROOKS MUSEUM OF ART, INC.**

THIS AGREEMENT is made as of July 1, 2006 by and between the City of Memphis, Division of Park Services, (hereafter "City") and the Memphis Brooks Museum of Art, Inc., a Tennessee nonprofit corporation, (hereafter "Brooks").

WHEREAS, City owns the museum facility located in Overton Park commonly known as the Memphis Brooks Museum of Art and the valuable collection of art exhibited therein; and

WHEREAS, over the past several years, Brooks has provided a protected and controlled environment essential to securing and maintaining the museum and art collection; and

WHEREAS, City desires that Brooks continue to provide such professional services and management oversight in accordance with the terms hereafter stated;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the receipt and sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

**I. SERVICES**

A. City engages Brooks to provide the following management services:

Security Services: Brooks shall provide a system of security to safeguard the City's museum facility and art collection, including security staff, electronic monitoring and detection equipment.

Janitorial Services: Brooks shall provide all janitorial services for the museum and grounds which shall include maintaining the cleanliness of all public and private spaces within and outside the museum, including the adjacent parking lot, along with all grounds keeping and landscaping of the museum.

Art Conservation: Brooks will be responsible for both the active and passive conservation of City's art collection. Active conservation provided by Brooks shall include the provision of a trained professional to mediate physical damage to artwork and to make any necessary aesthetic improvements following a repair. Passive conservation to be provided by Brooks shall include providing environmental and safety controls to ensure that appropriate environmental conditions are maintained; handling and maintenance procedures for storage, exhibition, packing, transport, and use; pest management; and emergency preparedness.

- B. Property Maintenance: City shall be responsible for all structural repairs and/or replacement including but not limited to roof, wall, foundation, and leaks or other failures. Brooks shall be responsible for all electrical, mechanical and plumbing equipment repair, maintenance and replacement as deemed necessary or required by City. Brooks must keep and be able to produce appropriate maintenance records reflecting any and all such repairs, and shall be responsible for budgeting for costs associated with such repairs. City will be responsible to budget for and assure that any and all renovations meet or exceed the requirements of applicable codes including but not limited to ADA, ICC, and energy codes. Brooks may submit any request for capital improvements to the Division of Parks Service for consideration in the CIP Budget process.
- C. Utilities: Brooks will pay all utilities, including electric, gas, water, sewer and waste removal.

## II. TERM

The initial term ("Initial Term") of this Agreement shall be for a period of one year from the date first above written and shall renew automatically thereafter for successive one (1) year periods (the "Option periods") unless the parties mutually determine City gives Brooks written notice of its intention not to exercise the applicable option period. The Initial Term and the exercised Option periods are collectively referred to hereinafter as the "Term."

## III. COMPENSATION

- A. In consideration of the services to be rendered by Brooks and subject to the annual appropriation of funds by the City of Memphis government, City agrees to reimburse Brooks in the amount actually expended by Brooks during the current applicable fiscal year in an amount not to exceed \$750,000. The parties hereto acknowledge that City shall use its best efforts to tender such amount to Brooks at the beginning of the fiscal year, but no later than August 01 of each fiscal year.
- B. In the event that the City of Memphis government does not appropriate the funds as set forth in Section A for the fiscal period during the term hereof, this Agreement will be terminated. In the event of such termination, Brooks shall be entitled to receive just and equitable compensation as mutually determined by both parties for any satisfactory work performed as of the termination date. Both parties hereby agree to participate in mediation should the parties be unable to mutually agree upon the amount of such compensation.

#### IV. INSURANCE and BOND COVERAGE

- A. Brooks shall maintain bond coverage in the amount of one-hundred thousand dollars (\$100,000) at Brooks' expense to indemnify City against all loss, damages, and expenses with respect to Brooks' employees or agents' dishonest, fraudulent, or criminal acts arising out of the provisions of services under this Agreement;
- B. Brooks shall maintain and require each of its subcontractors to maintain the different types of insurance deemed appropriate by City with insurance companies acceptable to City at Brooks' own cost and expense and shall provide evidence of such insurance to City contemporaneous with the execution of this Agreement;
- C. Each certificate or policy shall require and state in writing the following clauses:
- "Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager by registered mail, return receipt requested to the following address: City of Memphis, Attn: Risk Management, 100 North Main Street, Suite 2028, Memphis, TN 38103."
- D. Brooks must maintain at minimum the following coverages:

##### Workers Compensation:

In accordance with the statutory requirements of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability:	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

##### Automobile Liability:

Covering owned, non-owned and hired vehicles with Limits of:

\$1,000,000    Each Occurrence-Combined Single Limits

##### General Liability:

Comprehensive General Liability Insurance, including Premises and Operations Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage.

\$1,000,000    General Aggregate  
\$1,000,000    Each Occurrence

\$1,000,000	Personal & Advertising
\$1,000,000	Products & Completed Operations
\$50,000	Fire Damage any One Fire
\$5,000	Medical Expenses any One Person

**Fine Arts:** This coverage should reflect the value of the art that is owned by the City of Memphis.

#### **PROPERTY INSURANCE:**

Brooks shall be responsible for maintaining any and all property insurance of their own equipment and shall require all subcontractors to do likewise.

- E. The City of Memphis, its officials, agents, employees and representatives must be named as an additional insured on all liability policies. The additional insured endorsements must be attached to the Certificate of Insurance.
- F. City reserves the right to reasonably request increases in coverage limits if same becomes necessary.

#### **V. TERMINATION**

- A. This Agreement may be terminated at the end of the applicable contract period subject to the terms of Section II.
- B. This Agreement may be terminated if Brooks fails to provide those services required by City as set forth in Section I above.
- C. Subject to the terms set forth in Section VII below, this Agreement may not be terminated by reason of either party's breach of this Agreement unless the party alleging such breach has notified the other party in writing concerning the nature of the breach and the alleged breaching party has failed to cure such breach within sixty (60) business days of receipt of such written notice.

- D. Upon termination of this Agreement, Brooks shall deliver within 30 days, at City's sole cost, all hard copy files Brooks has maintained on behalf of City. City shall have the right to request that Brooks produce such files prior to the termination of this Agreement should same become necessary in City's sole determination. Brooks agrees to cooperate in good faith with City during the transition of all such files to the possession of City's successor manager.
- E. Upon request by City, Brooks shall continue to provide the services enumerated under Section I set forth above for a reasonable period of time not to exceed thirty (30) days from the date of termination of this Agreement to enable City to make arrangements for a successor manager, provided, however; that Brooks and City shall mutually agree upon the payment to be received by Brooks for the continuation of services provided.

## VI. ARBITRATION and MEDIATION

The parties hereby agree to initially submit any dispute that the parties may have to mediation. In the event that the parties are unable to reach a successful resolution at mediation, the dispute shall then be submitted to non-binding arbitration pursuant to the American Arbitration Association ("AAA").

In such event, the AAA shall provide the parties with a panel of potential arbitrators consisting of at least seven (7) persons who are independent of the parties and have experience in the fine arts industry. The Party not seeking arbitration shall have the first opportunity to strike names from the panel of potential arbitrators and the parties shall strike names alternatively until a single arbitrator remains. If the arbitrator selected cannot serve, the AAA shall provide another panel and the same striking procedure shall be utilized. The Arbitrator shall be requested to schedule a hearing as soon as possible in Memphis, Tennessee. The AAA's commercial arbitration rules shall apply, except that discovery shall be available under the Federal Rules of Civil Procedure for the Western District of Tennessee. The parties shall share equally in the cost of arbitration, provided that the Arbitrator may award Arbitrator's fees and attorneys' fees to either Party as the Arbitrator deems appropriate. The scope of the Arbitrator's award shall be limited as expressly set forth elsewhere herein, or, if not limited elsewhere, shall be limited to the matter in dispute and to counterclaims relating directly to the dispute. The Arbitrator shall be instructed to use commercially reasonable efforts to make a decision within twenty (20) days of the date of hearing, but otherwise as soon as possible. Either Party may appeal a decision of the Arbitrator for a mistake of law or fact unless the matter in dispute is less than Twenty Five Thousand Dollars (\$25,000). The Arbitrator shall, at the request of either Party, include in the award, findings of fact and conclusions of law of the type which should be required under Rule 52 of the Federal Rules of Civil Procedure. Until the

parties resort to litigation as allowed hereunder, the parties shall keep the dispute and the arbitration private and confidential to the extent reasonably practicable and allowable by law.

#### VII. AUDITS

City reserves the express right to audit the records of Brooks that pertain to Brooks' fulfillment of its obligations under the terms of this Agreement, provided that such audit does not interfere with Brooks' normal business affairs. Such records may be inspected, verified, audited, or copied by City, at City's expense, at the location at which they are kept during regular business hours by the official designated by City upon reasonable written notice to Brooks. Brooks shall keep such records and books of accounts for a period of three (3) years after the completion of the contractual obligations or final payment tendered under this Agreement, whichever is later.

#### VIII. INDEMNIFICATION

Brooks warrants and represents that it is free to enter into and perform under this Agreement and is not a party to any presently existing contract which would interfere with this Agreement. Brooks agrees to indemnify, hold harmless, and defend City against any and all losses, damages (consequential or otherwise), costs, expenses, fees (including reasonable attorneys' fees), demand or judgment incurred by or taken against City, its elected or appointed officials, members, employees, and agents arising out of the negligence or willful misconduct of Brooks in connection with Brooks' performance under this Agreement. City reserves the right to appoint its own counsel regarding any matter defended hereunder at the sole expense of Brooks.

#### IX. ASSIGNMENTS

This Agreement may not be assigned or transferred by Brooks without the prior written permission of City.

#### X. ENTIRE AGREEMENT

This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.



#### **XI. SUCCESSORS**

This Agreement shall be binding upon and enure to the benefit of Brooks' permitted assigns and successors in interest.

#### **XII. RELATIONSHIP OF PARTIES**

This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. Brooks is performing its obligations hereunder as an independent contractor and not as City's agent or employees. Brooks will not hold itself out contrary to the terms of this paragraph and City will not become liable for any representation, act, or omission of Brooks contrary to the provisions hereof.

#### **XIII. ORGANIZATIONAL STRUCTURE**

The parties hereby recognize that each entity's personnel shall be governed by the independent respective direction and supervision of each entity's controlling management.

#### **XIV. NOTICES**

Any notices to be given to City under this Agreement shall be addressed to City of Memphis, Division of Park Services, Attn: Director of Park Services, 2599 Avery Avenue, Memphis, TN 38112 and copied to the City Attorney, 125 North Main Street, Room 336, Memphis, TN, 38103. Any notices to be given to Memphis Brooks Museum of Art, Inc., shall be addressed to 1934 Poplar Avenue, Memphis, TN 38104 with copy to Blanchard E. Tual, Esq. 1000 Brookfield Road, Suite 120, Memphis, Tennessee 38119.

#### **XV. APPLICABLE LAW**

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE. ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF TENNESSEE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IN THE EVENT ANY PROVISION OF THIS AGREEMENT IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE, THE SAME WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT.

**XVI. HEADINGS**

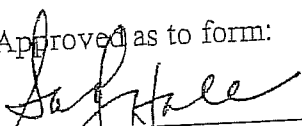
The article headings herein are solely for the purpose of convenience and will be disregarded completely in the interpretation of this Agreement or any of its terms.

**XVII. NON-DISCRIMINATION POLICY**

No person on the grounds of race, color, religion, sex, age, national origin, veteran status, or disability, will be excluded from the participation in or denied benefits of, or be otherwise subject to discrimination relative to Brooks responsibilities under this Agreement. Brooks agrees to abide by and to take all affirmative action when necessary to ensure compliance with this non-discrimination clause.

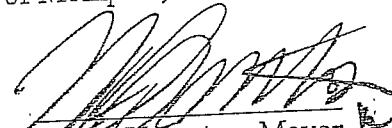
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

Approved as to form:

  
Sara L. Hall, City Attorney

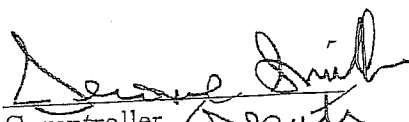
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City of Memphis, Tennessee

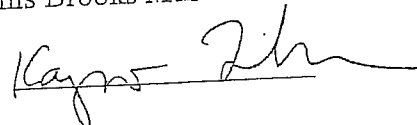
By:   
W. W. Herenton, Mayor

Date: 11/22/06

Attested:

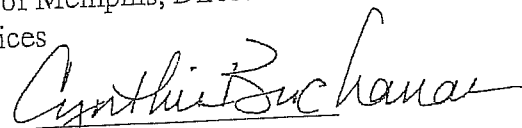
  
Comptroller *Reguty*

Memphis Brooks Museum of Art, Inc.

By: 

Date: 10/27/06

City of Memphis, Director of Park Services

By:   
Cindy Buchanan

Date: 11/10/06

Client#: 15364

MEMPHBROO

DATE (MM/DD/YYYY)  
10/26/06**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

## PRODUCER

Lipscomb & Pitts Ins., LLC  
2670 Union Ave. Ext. Suite 200  
Memphis, TN 38112  
901 321-1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Memphis Brooks Museum of Art, Inc.-The  
1934 Poplar Avenue  
Memphis, TN 38104

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Fireman's Fund Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MZX80854412	02/06/06	02/06/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRDDUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MZX80854412	02/06/06	02/06/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XAU98219298	02/06/06	02/06/07	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZC80938945	02/06/06	02/06/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	<b>OTHER Employee Dishonesty</b>	MZX80854412	02/06/06	02/06/07	\$100,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Memphis is an additional insured on general and excess liability as required by written contract and per form CG7158.

## CERTIFICATE HOLDER

City of Memphis  
125 N. Main #336  
Memphis, TN 38103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



JMW

© ACORD CORPORATION 1988

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MEMPHBROO

DATE (MM/DD/YYYY)  
10/26/06

PRODUCER  
Lipscomb & Pitts Ins., LLC  
2670 Union Ave. Ext. Suite 200  
Memphis, TN 38112  
901-321-1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Memphis Brooks Museum of Art, Inc  
1934 Poplar Avenue  
Memphis, TN 38104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER: AXA Art Insurance Corp.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

COVERAGES			
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>			
	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPD/DP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER On Premises Undescribed Loc Transit	04333419300017	07/01/06	07/01/07	\$50,000,000 limit \$12,500,000 limit \$12,500,000 limit	

Transit				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS				

CERTIFICATE HOLDER

City of Memphis  
125 N. Main #336  
Memphis, TN 38103

CANCELLATION

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE  
*Matthew J. Lissombe III*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## **Memphis City Council Summary Sheet**

### **Resolution for Zoo Major Maintenance, PK09002**

- This Resolution seeks approval to appropriate FY12 funding in accordance with the Zoo Major Maintenance Agreement contract between the City of Memphis and the Memphis Zoological Society.
- The initiating party is the Division of Park Services.
- This Resolution does not change any existing Ordinance or Resolution.
- This Resolution does not require a new or amended contract.
- This Resolution does require an expenditure of \$250,000 in CIP funds.

## **RESOLUTION**

**WHEREAS**, the Council of the City of Memphis did include Zoo Major Maintenance, CIP Project Number PK09002 as part of the Fiscal Year 2012 Capital Improvement Program; and

**WHEREAS**, the City of Memphis has entered into a Zoo Maintenance Agreement with the Memphis Zoological Society which provides for the procedures for the use and payment of the current and future Capital Appropriation; and

**WHEREAS**, it is necessary to appropriate \$250,000.00 funded by G.O. Bonds General, in Construction funds for Zoo Major Maintenance, CIP Project Number PK09002.

**NOW THEREFORE BE IT RESOLVED**, that the Council of the City of Memphis that there be and is hereby appropriated the sum of \$250,000.00, in Construction funds, funded by G.O. Bonds General, chargeable to the Fiscal Year 2012 Capital Improvement Budget; with said appropriations being credited as follows:

<b>Zoo Major Maintenance</b>	<b>\$250,000.00</b>
<b>CIP Project Number: PK09002</b>	<b>G.O. Bonds</b>





## Memphis City Council Summary Sheet FY2012

- This item is a Resolution approving an option agreement with ILLINOIS CENTRAL RAILROAD COMPANY, as approved by the Board of Commissioners of the Memphis and Shelby County Port Commission on January 12, 2012.
- Initiating Party: Memphis and Shelby County Port Commission
- This is not a change to an existing ordinance or resolution. This is a resolution for an option agreement to purchase approximately 800 acres of land in the Frank C. Pidgeon Industrial Park.
- This Resolution does not amend an existing contract. The resolution is for a new option agreement.
- This Resolution does not require an expenditure of funds. This is for an option agreement whereby the Optionee (ILLINOIS CENTRAL RAILROAD COMPANY) will have an option to purchase land from the Optionor (the Memphis and Shelby County Port Commission, The City of Memphis and The County of Shelby).

**CITY OF MEMPHIS  
RESOLUTION APPROVING OPTION AGREEMENT  
WITH THE ILLINOIS CENTRAL RAILROAD COMPANY**

WHEREAS, the Illinois Central Railroad Company has requested that the Memphis and Shelby County Port Commission enter into an Option Agreement providing that the Illinois Central purchase an option for certain real property for the purpose of industrial development in Pidgeon Industrial Park. The Option would provide that approximately 800 acres would be available for purchase for development by the Illinois Central or its qualified assignees at certain times over a ten (10) year period.

WHEREAS, said proposed Option Agreement is in the best interests of the Memphis and Shelby County Port Commission and the City of Memphis and County of Shelby and promotes the development of Pidgeon Industrial Park and the economic enhancement of the community including additional employment

NOW, THEREFORE, BE IT RESOLVED by the City of Memphis, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Option Agreement with the Illinois Central Railroad Company be and hereby is approved.

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, That this action is subject to concurrence by Shelby County.

## PORT COMMISSION RESOLUTION

WHEREAS, the Illinois Central Railroad Company has requested that the Memphis and Shelby County Port Commission enter into an Option Agreement providing that the Illinois Central purchase an option for certain real property for the purpose of industrial development in Pidgeon Industrial Park. The Option would provide that approximately 800 acres would be available for purchase for development by the Illinois Central or its qualified assignees at certain times over a ten (10) year period.

WHEREAS, said proposed Option Agreement is in the best interests of the Memphis and Shelby County Port Commission and the City of Memphis and County of Shelby and promotes the development of Pidgeon Industrial Park and the economic enhancement of the community including additional employment

NOW, THEREFORE, BE IT RESOLVED by the Memphis and Shelby County Port Commission that the proposed Option Agreement with the Illinois Central Railroad Company be and hereby is approved. The appropriate officials are authorized to execute same.

BE IT FURTHER RESOLVED that the City of Memphis and County of Shelby are respectfully requested to approve said Option Agreement.

I hereby certify that the foregoing is a true copy and said document was adopted/granted by the Memphis and Shelby County Port Commission on the 12<sup>th</sup> day of January, 2012.

  
Secretary/Treasurer